

Fill in this information to identify the case:

Debtor name 500 W 184 LLC
United States Bankruptcy Court for the: Southern District of NY
(State)
Case number (if known): _____

☐ Check if this is an amended filing

Official Form 206D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible.

1. Do any creditors have claims secured by debtor's property?

- ☐ No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
☒ Yes. Fill in all of the information below.

Part 1: List Creditors Who Have Secured Claims

2. List in alphabetical order all creditors who have secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim.

| Column A Amount of claim Do not deduct the value of collateral. | Column B Value of collateral that supports this claim |
|--|--|
|--|--|

| | | |
|--|--|---|
| <p>2.1 Creditor's name <u>Amsterdam Mixed Use LLC</u></p> <p>Creditor's mailing address <u>100 Park Ave. Ste. 2805</u> <u>New York, NY 10017</u></p> <p>Creditor's email address, if known _____</p> <p>Date debt was incurred <u>6/7/2019</u></p> <p>Last 4 digits of account number _____</p> <p>Do multiple creditors have an interest in the same property? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Specify each creditor, including this creditor, and its relative priority. _____</p> | <p>Describe debtor's property that is subject to a lien <u>2 Fam Hse w/3 stores at</u> <u>500 W. 184 St. and 2500 Amsterdam Ave</u> <u>New York, NY 10033</u></p> <p>Describe the lien <u>First Mortgage</u></p> <p>Is the creditor an insider or related party? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Is anyone else liable on this claim? <input type="checkbox"/> No <input type="checkbox"/> Yes. Fill out Schedule H: Codebtors (Official Form 206H).</p> <p>As of the petition filing date, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p> <p><i>* as of 11/15/2020 ** per diem of \$1,280.10 x 194 as of 2/25/2021 *** less closing costs</i></p> | <p><u>\$2,386,727.79*</u></p> <p><u>\$2,500,000.00***</u></p> <p><u>\$248,339.40**</u></p> <p><u>\$2,635,067.19</u></p> |
| <p>2.2 Creditor's name <u>New York City</u></p> <p>Creditor's mailing address <u>City Hall Park - Broadway</u> <u>New York, NY 10007</u></p> <p>Creditor's email address, if known _____</p> <p>Date debt was incurred <u>Various</u></p> <p>Last 4 digits of account number _____</p> <p>Do multiple creditors have an interest in the same property? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Have you already specified the relative priority? <input type="checkbox"/> No. Specify each creditor, including this creditor, and its relative priority. _____</p> <p><input type="checkbox"/> Yes. The relative priority of creditors is specified on lines _____</p> | <p>Describe debtor's property that is subject to a lien <u>Same as in 2.1, above</u></p> <p>Describe the lien <u>Taxes to NYC</u></p> <p>Is the creditor an insider or related party? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Is anyone else liable on this claim? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Fill out Schedule H: Codebtors (Official Form 206H).</p> <p>As of the petition filing date, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p> <p><i>* Estimated</i></p> | <p><u>\$55,710.60*</u></p> |
| <p>3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.</p> | | <p><u>\$2,852,777.79</u></p> |

Debtor 500 W 184 LLC
Name

Case number (if known) _____

Part 1: Additional Page

Column A
Amount of claim
Do not deduct the value
of collateral.

Column B
Value of collateral
that supports this
claim

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.

23 Creditor's name Communitlife, Inc. Describe debtor's property that is subject to a lien Lease Security - Rent \$ 12,000.00 \$ _____

Creditor's mailing address 2500 Amsterdam Ave
New York, NY 10033

Creditor's email address, if known _____

Date debt was incurred Jan. 1, 2019 Is anyone else liable on this claim?
Last 4 digits of account number _____
number _____

Do multiple creditors have an interest in the same property?
☒ No
☐ Yes. Have you already specified the relative priority?
☐ No. Specify each creditor, including this creditor, and its relative priority.

☐ Yes. The relative priority of creditors is specified on lines _____

Is the creditor an insider or related party?
☒ No
☐ Yes

As of the petition filing date, the claim is:
Check all that apply.
☐ Contingent
☐ Unliquidated
☐ Disputed

24 Creditor's name Vision Realty Advisors LLC Describe debtor's property that is subject to a lien Proceeds of Sale of Property \$ 150,000.00 \$ _____

Creditor's mailing address 1385 Broadway, 16th Fl.
New York, NY 10018

Creditor's email address, if known David@VisionRA.com

Date debt was incurred _____ Is anyone else liable on this claim?
Last 4 digits of account number _____
number _____

Do multiple creditors have an interest in the same property?
☒ No
☐ Yes. Have you already specified the relative priority?
☐ No. Specify each creditor, including this creditor, and its relative priority.

☐ Yes. The relative priority of creditors is specified on lines _____

Is the creditor an insider or related party?
☒ No
☐ Yes

As of the petition filing date, the claim is:
Check all that apply.
☒ Contingent
☐ Unliquidated
☐ Disputed

AMSTERDAM MIXED USE LOAN LLC
100 Park Avenue, Suite 2805
New York, New York 10017

November 10, 2020

Via Overnight Delivery

500 W 184 LLC
500 West 184th Street
New York, New York 10033

500 W 184 LLC
875 East 219th Street
Bronx, New York 10467

Marie Chery
500 West 184th Street
New York, New York 10033

Marie Chery Revocable Living Trust Dated June 17, 2015
500 West 184th Street
New York, New York 10033

Elizabeth Cherry
500 West 184th Street
New York, New York 10033

Elizabeth Cherry
1531 Fielding Street
Bronx, New York 10469

Re: 500 West 184th Street a/k/a 2500 Amsterdam Avenue, New York, New York 10033
(Block 2155, Lot 86) (the "Property")

Dear 500 W 184 LLC,

Please accept this letter in response to your request for a statement of indebtedness, transmitted via email to the attention of the undersigned, in connection with that certain mortgage loan (the "Loan") involving 500 W 184 LLC (the "Borrower"), as mortgagor, and Amsterdam Mixed Use Loan LLC (the "Lender"), as mortgagee. Reference is hereby made to that certain:

- (i) *Amended and Restated Secured Promissory Note* (the "Note") dated June 7, 2019, which was duly executed by the Borrower and delivered to First Platinum Capital Corp. ("FPPC"), evidencing the Loan in the original principal amount of \$1,800,000.00, which is secured by that certain
- (ii) *Mortgage Consolidation Extension and Modification Agreement, Assignment of Leases and Rents, and Security Agreement* dated June 7, 2019 (the "Mortgage"), which was also duly executed and delivered by Borrower in favor of FPPC, which Mortgage encumbers the Property, and which is further secured by that certain
- (iii) *Guaranty* dated June 7, 2019 executed by Marie Chery ("Guarantor") in favor of FPPC (the "Guaranty" and together with the Note, Mortgage, and any and all loan documents executed in connection with the Loan, collectively, the "Loan Documents").

Reference is further made to that certain *Assignment of Mortgage* (the "Assignment") dated as of August 21, 2019, by which all of FPPC's right, title and interest in and to the Loan was assigned

to the Lender.

Lender hereby directs the Borrower's attention to the below, as and for the amounts necessary to pay off the Loan by November 15, 2020 by 3:00 p.m. EST (the "Effective Date"), which should be transmitted **using the wire instructions annexed hereto.**

| PAYOFF | |
|------------------------|-----------------------|
| Principal Balance | \$1,800,000.00 |
| Interest | \$426,000.00 |
| Less Escrow | \$0.00 |
| Late Charges | \$1,560.00 |
| Protective Advances | \$102,607.41 |
| Legal Fees | \$29,535.38 |
| Receiver Fees/Expenses | \$27,025.00 |
| Total Due | \$2,386,727.79 |

Per Diem \$1,280.10

The amount necessary to pay off is effective until November 15, 2020 by 3:00 p.m. EST. If settlement has not taken place by the Effective Date, please send a new request to this office.

Please be further advised that additional legal fees and/or costs may be incurred by the Lender in enforcing its rights and remedies under the Loan Documents, including, but not limited to such amounts necessary to pay attorney's fees and costs, protective advances and such fees and/or costs which may be incurred in connection with the discontinuance of the instant foreclosure action and/or satisfaction of the mortgages (the "Obligations"), all of which may be added to the total payoff figure set forth hereinabove. Accordingly, you are hereby directed to request an updated payoff figure from the undersigned upon no less than twenty-four hours written notice to ensure that all amounts due under the Loan are paid in full at the time payment is made.

The aforesaid sums are subject to change pending the Lender's payment of such items, which may include, but are not limited to, protective advances or incurred legal fees. Please be further advised that the Lender reserves the right to make adjustments to the above amounts in the event that a mathematical, typographical, or clerical error has occurred. This letter shall not be binding until verified with Lender.

Nothing herein shall be deemed or constitute a waiver or release of any of the terms or provisions of the Loan Documents or of Borrower's defaults thereunder, or constitute a waiver, release or an estoppel of by or against any of Lender's rights or remedies under the Loan Documents, at law and/or in equity, including, without limitation, with respect to any action to foreclose pursuant to the Loan Documents, all of which rights and remedies are specifically reserved.

Furthermore, the Lender expressly reserves all of its rights, powers, privileges and remedies under the Loan Documents and/or applicable law, including, without limitation, its right at any time, as applicable, (i) to commence any legal or other action to collect any or all of the Obligations from Borrower, the Guarantor, and any other person(s) liable therefore and/or any collateral securing the obligations under the Loans, including without limitation appropriate interest as set forth in the Loan Documents, (ii) to foreclose or otherwise realize on any or all of the Property and/or as appropriate, set-off or apply amounts received to the indebtedness due under the Loans, (iii) to take any other enforcement action or otherwise exercise any or all rights and remedies provided for by any or all of the Loan Documents or applicable law, and (iv) to reject any forbearance, financial restructuring or other proposal made by or on behalf of Borrower the Guarantor or any creditor or equity holder. Lender may exercise its rights, powers, privileges and remedies, including those set forth in clauses (i) through (iv) above at any time in its sole and absolute discretion without further notice. No oral representations or course of dealing on the part of Lender or any of its officers, employees or agents, and no failure or delay by Lender with respect to the exercise of any right, power, privilege or remedy under any of the Loan Documents or applicable law shall operate as a waiver thereof, and the single or partial exercise of any such right, power, privilege or remedy shall not preclude any later exercise of any other right, power, privilege or remedy. Except as specified herein, this demand does not attempt to summarize all (x) existing misrepresentations, breaches, defaults and Events of Default existing under the Loan Documents and (y) rights and remedies of Lender under the Loan Documents. Accordingly, this letter is not, and shall not be deemed to be, a waiver of, or a consent to, any misrepresentation, breach, default or Event of Default now existing or hereafter arising under the Loan Documents.

Please contact the Lender to make arrangements for the payment of the indebtedness by calling (646) 960-9959.

Be guided accordingly.

Yours truly,

AMSTERDAM MIXED USE LOAN LLC

By: 

Jason Leibowitz
100 Park Avenue, Suite 2805
New York, New York 10017
(646) 960-9959
jleibowitz@maverickrep.com



3/12/2020

COMMISSION AGREEMENT

Regarding: 2500 Amsterdam Avenue New York, NY 10033 Block & Lot 2155-86

In consideration of obtaining a purchaser for the above referenced property, **Elizabeth Chery as Trustee of the Marie Chery Revocable Living Trust Dated June 17, 2015, sole member of 500 W. 184 LLC (hereinafter referred to as "Seller")** (or an affiliate or partnership of such) agrees to pay to **Vision Realty Advisors LLC (hereinafter referred to as "Broker")** a commission, in the sum of:

\$150,000 (One Hundred and Fifty Thousand Dollars) or 6% of the purchase price, whichever is less

- IT IS FURTHER AGREED THAT THE BROKERAGE COMMISSION IS TO BE DUE AND PAYABLE ONLY IF, AS AND WHEN TITLE TRANSFERS. AND, THAT SELLER SHALL PAY THE BROKER THE FULL COMMISSION AMOUNT AT THE CLOSING.
- THIS AGREEMENT is a perpetuating guarantee for one (1) year from the date of execution and is to be applied to any and all transactions present and future, of the introducing party, including subsequent follow-up, repeat, extended, renegotiated, and new transactions regardless of the success of the project
- This Agreement may not be changed, waived, or terminated orally and will be binding upon all successors and assigns

Elizabeth Chery, Trustee
Marie Chery Revocable Living Trust, Member
500 W 184 LLC
875 East 219th Street Bronx, NY 10467

Signature: _____

Seller

Joseph Jernal

1385 Broadway
New York, NY 10018

Signature: _____

Broker Vision Realty Advisors

1385 Broadway, 16th Floor New York, NY 10018 212.221.4700